RECENT IMPORTANT DECISIONS

ATTORNEY—DISBARMENT FOR MALPRACTICE.—In disbarment proceedings it was shown that the defendant had hired an agent to induce people to sue a certain corporation, the agent being paid a certain amount for each claim he got. After suits were commenced, the defendant for a stipulated sum, paid by the corporation, agreed to induce his clients to settle, and assigned his contracts to enforce such claims to the corporation. *Held,* that the first offense was champertous, the second malpractice, and that either was sufficient to sustain disbarment. *In re Clark* (1906), N. Y., 77 N. E. Rep. 1.

It requires no citation of authority to show that this decision was correct. As the facts were uncontroverted, one wonders upon what ground the defendant appealed. However, the case is interesting as showing the moral turpitude of some lawyers. The harm done to the profession by such a revelation is incalculable; however, that should not restrain the bar everywhere from seeking out and summarily punishing such offenders.

BILLS AND NOTES—CERTIFICATION OF CHECK.—Action by the holder of a check against the drawee. The former telephoned to the latter asking if the check was good and received the reply that it was "all right." *Held,* under the Negotiable Instruments Law, the acceptance or certification of a check must be in writing. *Van Buskirk* v. *State Bank of Rocky Ford* (1905), — Colo. —, 83 Pac. Rep. 778.

By the terms of the Negotiable Instruments Law (Laws 1897, p. 246, c. 64 § 185) a check is defined as being "a bill of exchange drawn on a bank payable on demand * * * the provisions of this act applicable to a bill of exchange payable on demand apply to a check." See also *Amsinck* v. *Rogers,* 93 N. Y. Supp. 87, 91. By § 187 "* * * certification is equivalent to an acceptance." This being the only other provision in the act relative to checks those relating to bills of exchange payable on demand control. See § 185 supra. § 132 of the act provides "The acceptance must be in writing and signed by the drawee." No other acceptance is valid. See *Railroad Co.* v. *Bank,* 102 Va. 753, 47 S. E. Rep. 837; *Nelson* v. *Nelson,* 31 Wash. 116, 71 Pac. Rep. 749; *Wadhams* v. *Ry. Co.,* 37 Wash. 86, 79 Pac. Rep. 597; *Izzo* v. *Ludington,* 79 N. Y. Supp. 744.

BILLS AND NOTES—CONSIDERATION—ILLEGAL USE OF PROCEEDS—SUNDAY CONTRACTS.—Action upon a note by the payee. The defense set up was that the note was given without consideration, the money given therefor having come from a third party; that the note was executed to secure money to be used to corrupt an election, and therefore was void; and, lastly, that it was delivered on Sunday. *Held,* plaintiff could recover. *Hale* v. *Harris et al.* (1906), — Ky. —, 91 S. W. Rep. 660.

As the defendant received the benefit of the money given for the note, it is, as to him, given for a valuable consideration, although some party other than the payee immediately furnished it. *Hughes* v. *Young,* 25 Ala. 483; *Moore* v. *Hubbard,* 15 Ind. App. 84, 42 N. E. Rep. 962; *Bowling* v. *Flood,* —

Kan. —, 48 Pac. Rep. 875; *Bank* v. *Rand,* 38 N. H. 166. It did not appear from the evidence that the money was used for illegal purposes, but had such been the case, as long as plaintiff was not aware of that fact when he accepted the note he would not be precluded from recovering, as the note, standing alone, was valid in its origin and would remain so until in some way connected with the illegal contract. *Wilcoxson* v. *Logan,* 91 N. C. 449; *Adams* v. *Rowan,* 16 Miss. 624. To do this would take something more than merely the use of the proceeds received for the note in an election bribery. It is the law in Kentucky that when a note is given on Sunday the maker cannot have it declared void without returning the consideration received therefor. *Green* v. *Southworth,* 2 Ky. Law Rep. 233.

BILLS AND NOTES—NOTICE OF PROTEST.—Action against the indorsee of a negotiable promissory note. He defends on the ground that no notice of dishonor was given him. The evidence shows that the notary public prepared the notice and left it in the usual place in the office for outgoing mail. The parties all resided in the same place. *Held,* the evidence is insufficient to show mailing of the notice. *Goucher* v. *Carthage Novelty Co.* (1906), — Mo. App. —, 91 S. W. Rep. 447.

To show that the proper notice has been given by mail it is necessary not only to show that the notice was prepared but also that it was mailed. *Bank* v. *Tweed,* 4 Houst. 97; *Brailsford* v. *William's,* 15 Md. 150, 74 Am. Dec. 559; *Schoneman* v. *Fegley,* 14 Pa. St. 376; *Bank* v. *Strong,* 28 Vt. 316, 67 Am. Dec. 714. See also *Swampscott Machine Co.* v. *Rice,* 159 Mass. 404, 34 N. E. Rep. 520, and DANIEL NEGOT. INSTR. (5th Ed.) § 1054.

CARRIER—INVALID TICKET—TENDER OF CASH FARE—EJECTION OF PASSENGER—Plaintiff (appellee here) attempted to ride from X to Z over defendant company's railroad on the return portion of an expired round-trip ticket. Upon refusing to pay his fare in cash he was ejected from the train at Y, the next station, but immediately re-entered the coach and after the train had started offered to pay the fare from Y to Z. The conductor, however, demanded payment for the entire trip, and plaintiff having again refused was once more ejected. In this appeal from a judgment for plaintiff, *held* that the journey from Y to Z was not separate, but a part of the journey from X to Z, and that plaintiff's failure to pay the entire fare rendered him a mere intruder, and liable to immediate expulsion. *Gulf C. & S. F. Ry. Co.* v. *Riney* (1906), — Texas Civil Appeals —, 92 S. W. Rep. 54.

Most of the cases which have been decided upon a state of facts similar to the one here outlined agree with the latter in holding that fare must be paid for the entire trip. *Swan* v. *Manchester & L. R. R.,* 132 Mass. 116, 42 Am. Rep. 432; *Pennington* v. *Philadelphia, W. & B. R. Co.,* 62 Md. 95; *Stone* v. *Chicago & N. W. R. Co.,* 47 Ia. 82, 29 Am. Rep. 458; *Manning* v. *Louisville & Nashville R. Co.,* 95 Ala. 392, 16 L. R. A. 55. So also where a passenger has been forced to stand for some time but finally procures a seat he must pay for the whole distance to avoid ejection. *Davis* v. *Kansas City, St. J. & C. B. R. Co.,* 53 Mo. 317, 14 Am. Rep. 457. Some courts have even gone so far as to hold that after a passenger has been ejected for a positive